

FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL SALE AGREEMENT, dated as of December 16, 1974, among PULLMAN INCORPORATION (Pullman-Standard Division), a Delaware corporation, (the "Manufacturer"), MILWAUKEE LAND COMPANY, an Iowa corporation, (the "Vendee") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation (the "Guarantor");

REGISTRATION NO. 7735-B

DEC 19 1974 12:30 PM

W I T N E S S E T H:

INTERSTATE COMMERCE COMMISSION

WHEREAS, the Manufacturer, the Vendee and the Guarantor have heretofore executed and delivered the Conditional Sale Agreement, dated as of August 1, 1974, providing, inter alia, for the Manufacturer to construct and to build and deliver to the Vendee and for the Vendee to purchase certain railroad equipment more fully described in Schedule A attached to the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement was filed for record in the Office of the Secretary of the Interstate Commerce Commission on December 9, 1974, and has been assigned recordation no. 7735;

WHEREAS, the Guarantor desires to change the Identification Numbers of certain boxcars; and

WHEREAS, the Manufacturer, the Vendee, and the Guarantor desire to amend the Conditional Sale Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Manufacturer, the Vendee, and the Guarantor hereby covenant and agree that the Conditional Sale Agreement shall be deemed to be and it is hereby amended as follows:

1. By amending Schedule A (Units of Equipment to be Manufactured by the Manufacturer) attached to the Conditional Sale Agreement as executed to substitute in the "Description" as IDENTIFICATION NUMBERS 4175 to 4179, both inclusive, for 4171 - 4175, both inclusive.

Whenever in any certificate, letter, notice or other instrument reference is made to the Conditional Sale Agreement, such reference

without more shall include reference to this Amendment.

This Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Conditional Sale Agreement is in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of this 16th day of December, 1974.

PULLMAN INCORPORATED
(Pullman-Standard Division)

By Stanley Brown

Its

VICE PRESIDENT

(CORPORATE SEAL)

Attest:

Its

J.F. Rezel
Assistant Secretary

MILWAUKEE LAND COMPANY

By R. Kustallberg

Its Vice President and Comptroller

Attest:

G.B. Giednowski
Assistant Secretary

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By *R. K. Kustodillo*
Its Vice President-Finance and Accounting

(Corporate Seal)

Attest:

J. G. Gudnowski
Its *Assistant* Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 16th day of December, 1974, before me personally appeared Stanley Brown, to me personally known, who being by me duly sworn, says that he is Vice President of PULLMAN INCORPORATED (Pullman-Standard Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

My Commission expires:

Hollis E. Link
Notary Public
My commission expires May 7, 1978

STATE OF ILLINOIS)) SS.
COUNTY OF C O O K)

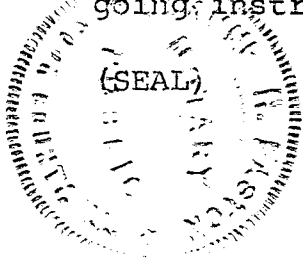
On this 16th day of December, 1974, before me personally appeared R. F. Kratochwill, to me personally known, who being by me duly sworn, says that he is the Vice President and Comptroller of MILWAUKEE LAND COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

SEAL)

Joanne H. Easton
Notary Public

My Commission expires: **February 19, 1978**

On this 16th day of December, 1974, before me personally appeared R. F. Kratochwill, to me personally known, who being by me duly sworn, says that he is the Vice President-Finance and Accounting of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Joanne H. Easton
Notary Public

My Commission expires: February 19, 1978